



## **Service Level Agreement (SLA) – REDI Net Local Party**

### **SECTION A. DEFINITIONS:**

1. **Customer:** REDI Net Local Party pursuant to the Joint Powers Agreement for management of the REDI Middle-Mile Broadband Network, including employees, contractors or agents who have been authorized to act on behalf of the Local Party.
2. **Service:** The REDI Net Ethernet transport, provisioned in the form of a VLAN (Virtual Local Area Network), between REDI Net Customer premise equipment (REDI Net demarcation point) and a REDI Net Point of Presence (POP) facility. Service includes a connection to the Internet gateway only if Customer subscribes to a REDI Net bundled service that includes Internet bandwidth.

Technical terms are defined in the REDI Net Policy Manual.

### **SECTION B. COMPONENTS:**

This Agreement applies only to the Service and the underlying network components of REDI Net used solely for the purpose of providing the Service, and does not modify or affect any telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. REDI Net will provide and is responsible only for the Service as described in A2 and subscribed to by Customer per Attachment(s) to this Agreement. REDI Net Components include routers, optical equipment, switches, fiber and any other facilities that are owned by REDI Net or other providers specifically designated by REDI Net.

### **SECTION C. TERM AND TERMINATION:**

1. **Term:** The term of this Agreement shall commence effective from the date of execution of this Agreement by both parties and shall continue for five (5) years unless sooner terminated, as provided herein, with an option to renew for additional one (1) year terms under the same terms and conditions of this Agreement, at the sole option of the Customer. Customer shall be deemed to have exercised its option to extend the term as provided above unless Customer provides written notice to REDI Net, prior to the end of the initial term, of Customer's intent not to renew.
2. **Termination:** This Agreement may be terminated if sufficient annual appropriations are not made to fulfill the obligations of this Agreement. To the extent possible, Customer shall make reasonable efforts to give REDI Net at least ninety (90) calendar days advance notice of its intent to terminate the Agreement.

### **SECTION D. BILLING AND PAYMENT:**

1. **Billing:** Billing shall occur on a month-to-month basis except for the first month of billing, which shall also include, on a prorated basis, any days in the previous month when service was provided. All billing shall occur in advance of the monthly service being provided.



2. **Payment:** Customer shall pay invoices to REDI Net prior to or within thirty (30) days of the bill date. Non-payment by Customer may be considered cause for termination of this Agreement by REDI Net.

#### **SECTION E. SERVICE STANDARDS:**

1. **Availability Service Level.** The Service Availability Level for REDI Net is 99.9% for Standard Service. Standard Service is considered unavailable if the Primary Port is unable to send or receive traffic. In the event that REDI Net Service becomes unavailable for reasons other than an Excused Outage (as defined in Section E3), Customer will be entitled to a Service Credit determined by the length of time that the Service was out. Service Credits, in each case, are based on the cumulative unavailability of the affected REDI Net Service port in a given calendar month.
2. **Service Credit.** The 99.9% Service Availability Level equates to an aggregate of nine (9) hours per year of unexcused outages for which Service Credits are not due. The year timeframe on which the Service Availability Level is based is the State of New Mexico fiscal year, July 1 to June 30. In the first year of service, the nine (9) hours per year of unexcused outages for which Service Credits are not due will be calculated from the date that the Service is active for the customer until June 30.

In the event that REDI Net Service becomes unavailable for reasons other than an Excused Outage, and the nine (9) hours per year of unexcused outages have already been aggregated, a credit shall be applied when Service is interrupted and is unusable by Customer for any period lasting more than one (1) hour. The one (1) hour timeframe begins when the Customer notifies REDI Net's Network Operations Center ("NOC") and the NOC confirms the Service is unavailable. The credit will be determined based on an hourly, prorated amount of the Monthly Recurring Cost ("MRC") for the Service in question, multiplied by the number of hours of Service unavailability. Service Credits, if due, will be credited only once, at the end of the month following the month of the unavailability occurrence, for the overall amount accumulated.

The following illustration is provided as an example only:

Example: Unexcused Outage confirmed by NOC lasting 12 hours and no unexcused outages recorded thus far. 12 hours – 9 hours allowed under 99.9% Availability Service Level, equals a Service Credit due for 3 hours. Service Credit based on prorated hourly amount: MRC = \$300; 720 hours in respective month; ~\$.42/hour. 3 hours \* ~\$.42 = \$1.25 Service Credit due.

No credit will be applied if the interruption is caused by (a) the negligence of Customer; (b) the failure of facilities or equipment provided by Customer or other third party; or (c) REDI Net's inability to gain access to Customer's equipment and facilities. No such interruption or failure shall constitute a breach of this Agreement.

3. **Excused Outage.** Excused outages are by way of example, D4. Network Normal Maintenance, D5. Network Urgent Maintenance, and D6. Force Majeure events.
4. **Network Normal Maintenance.** "Normal Maintenance" means scheduled maintenance, including but not limited to repairs, replacements, testing, monitoring and including upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible network downtime. REDI Net will use reasonable efforts to notify Customer of Normal Maintenance that may affect service quality or availability.

REDI Net will endeavor to undertake Normal Maintenance during the hours and upon the prior notice time period stated below. REDI Net may change the maintenance window times upon posting to its website or other notice to Customer. "Local Time" means the local time in the time zone in which an affected Service is located.



Normal Maintenance Hours	Prior Notice
Monday, Tuesday, Wednesday and Thursday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

5. **Network Urgent Maintenance.** "Urgent Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible network downtime. REDI Net may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as possible under the circumstances.
6. **Force Majeure.** If REDI Net's performance of any obligations hereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order regulation, direction, action or request of any governmental agency with jurisdiction, including any department of the United States government, Tribal government or any governmental agency (including state and local government or any government agency, commission, court, bureau, corporation or instrumentality of any one or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, acts of terror, strikes, lockouts, or work stoppages or other labor difficulties, suppliers failures, shortages, breaches or delays, then REDI Net shall be excused from such performance on a day-to-day basis. REDI Net shall use its best efforts to avoid or remove such causes of non-performance and both parties shall proceed to perform with dispatch whenever such causes are removed or cease. If such event continues for more than thirty (30) days, or, if such event results in failure to provide the Services, Customer shall be entitled to terminate this Agreement. In the event of such termination, Customer shall not be entitled to any refund of fees paid or payable.

#### **SECTION F. LIABILITY:**

1. **Limitations of Liability.** To the maximum extent permitted by applicable law, in no event shall REDI Net and/or its directors, officers, employees, agents, contractors or suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of REDI Net, with the delay or inability to use the Services, the provision of or failure to provide Services, or for any information, software, products, services obtained through REDI Net, or otherwise arising out of the use of the Services, whether based in contract, tort, negligence, strict liability or otherwise, even if REDI Net or any of its directors, officers, employees, agents, contractors or suppliers has been advised of the possibility of damages. If Customer is dissatisfied with any portion of the Services stated within this Agreement, or with any of these terms of use, Customer's sole and exclusive remedy is to terminate this Agreement and discontinue using the Services.
2. **Warranty Disclaimer.** REDI Net and/or its suppliers may make improvements and/or changes to the Services at any time. REDI Net and/or its suppliers make no representations or warranties, express or implied, about the suitability, reliability, availability, timeliness, and accuracy of the Services. To the maximum extent permitted by applicable law, all information, software, products, and services are provided "as is" without warranty or condition of any kind. REDI Net and/or its suppliers hereby disclaim all warranties and conditions with regard to such information, software, products, and services, including all implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement.
3. **Customer Responsibilities.** Customer agrees that it is responsible for maintaining the security of its own equipment, data and network, inclusive of meeting statutes and laws regarding privacy and protection of data.

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Moises A. Morales Jr., County Clerk & Recorder Rio Arriba, New Mexico



#### **SECTION G. EMPLOYEES AND SUB-CONTRACTORS:**

REDI Net shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by REDI Net in the performance of the Services.

#### **SECTION H. RECORDS:**

REDI Net shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records to indicate the date, time, and nature of the Services rendered. REDI Net shall make available for inspection by Customer all records, books of account, memoranda, and other documents pertaining to Customer at any reasonable time upon request.

#### **SECTION I. APPLICABLE LAW:**

Customer shall abide by all applicable federal, state, and local laws regulations and policies, and shall perform the Services in accordance with all applicable laws, regulations and policies during the terms of this Agreement. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any Customer that is a tribal government, it is hereby recognized that the powers and status of such party, as a tribal government, is subject to the laws of the United States.

#### **SECTION J. CONFIDENTIALITY:**

The term "Confidential Information" means all documents, records, methods, techniques, programs and any other information, whether printed, performed, oral or in electronic form, owned by or related to a party hereto or its operations and activities and provided by a party (the "Disclosing Party") to the other party hereto (the "Recipient") or otherwise made available to the Recipient by the Disclosing Party. Confidential Information does not include (a) information generally available to the public other than as a result of disclosure by the Recipient; or (b) information that becomes available on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party. Any Confidential Information provided to or developed by REDI Net or Customer in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by either party unless required by law. The parties will give written notification of any such disclosure to the other party in writing. Upon termination of this Agreement, each party shall deliver all Confidential Information in its possession to the other party immediately upon such termination.

#### **SECTION K. SEVERABILITY:**

All terms of this Agreement are severable such that if any provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

#### **SECTION L. NOTICES:**

All notices and other communications required or permitted under this Agreement shall be made in writing, to the parties at the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or five (5) calendar days after deposit in the United States Mail, postage prepaid:

If to REDI Net, to the Designee at:

North Central New Mexico Economic Development District  
PO Box 5115  
Santa Fe, NM 87502  
Phone: 505-827-7313  
Fax: 505-827-7404

If to Customer, to the Primary Customer Contact listed in Attachment 1.





A party may change its address for the delivery of notices by providing twenty (20) days prior notice of such change in the manner required by this Section.

**SECTION M. AMENDMENTS:**

The Agreement may be amended in writing by mutual consent of the parties at any time.

1. **Amendments to Attachments:** Customer may request changes to Level of Service, Community Anchor Institutions (CAIs), CAI addresses, and customer contact information at any time. Such changes shall become effective upon amendment of Agreement Attachments.
2. **Rate and Policy Changes:** Any rate or policy changes approved by the REDI Net Board of Directors during the Agreement term may apply to this Agreement and may become effective upon Amendment of the Agreement and its Attachments, as appropriate.

Signed:

REDI Net  
By: T. Armer  
Name: Tim Armer  
Title: Executive Director  
Date: 1/18/13

CUSTOMER  
By: [Signature]  
Name: David Trujillo  
Title: Asst. Co. Mgr  
Date: 01/18/13

## Attachment 1

### Service Level Agreement between REDI NET and Rio Arriba County

#### 1.0 REDI Net Primary Contact Information

All notifications, questions about, and requested changes to this Agreement shall be directed to:

Duncan Sill  
North Central New Mexico Economic Development District  
PO Box 5115  
Santa Fe, NM 87502  
Phone: 505-827-7331  
Fax: 505-827-7404  
Email: duncans@ncnmedd.com

#### 2.0 Customer Contact Information

- 2.1 **Customer Address:** The Customer for this Agreement is a Local Party to the Joint Powers Agreement for management of the REDI Middle-Mile Broadband Network.

Customer:  
Rio Arriba County  
1122 N. Industrial Park Road  
Española, NM 87532

- 2.2 **Primary Customer Contact:** The Primary Customer Contact shall receive all notifications associated with this Agreement and is authorized to request changes to this Agreement.

Primary Customer Contact:  
David Trujillo, Assistant County Manager  
Rio Arriba County  
1122 N. Industrial Park Road  
Española, NM 87532  
Phone: (505) 753-2992  
Emergency Phone: 505-929-4500  
Fax: 505-753-9397  
Email: dftrujillo@rio-arriba.org

- 2.3 **Billing Customer Contact:** The Billing Customer Contact shall receive all bills and invoices generated under this Agreement and all correspondence regarding Service Credits.

Billing Customer Contact:  
Christine Montañño, Finance Director  
Rio Arriba County  
P.O. Box 127  
Tierra Amarilla, NM 87575  
Phone: 575-588-7254  
Fax: 575-588-7810  
Email: cmontano@rio-arriba.org



### 3.0 Level of Service and Pricing

By signing this Agreement, Customer agrees to pay REDI Net for the Level of Service indicated for each Community Anchor Institution (CAI) in the table below, effective January 1, 2013.

CAI Name	Address	Ethernet Bandwidth	Internet Bandwidth	Monthly Recurring Price (MRC)	Non-Recurring Price (NRC)
1. Alcalde Community/Senior Center	#26 County Road 41A Alcalde, NM 87511	5	0	\$225	
2. Alcalde Fire Station	#30 County Road 41A Alcalde, NM 87511	1	0	\$60	
3. Chamita Fire Station	#46 County Road 56A Chamita, NM 87566	1	0	\$60	
4. Rio Arriba Administrative Offices	1122 N. Industrial Park Road Española, NM 87532	100	100	\$1,800	
5. Rio Arriba Senior Center	320 Hunter Street Española, NM 87532	1	0	\$60	
6. Agua Sana Fire Station	#19418 US HWY 84/285 Hernandez, NM 87537	1	0	\$60	
7. Oñate Center	Building #854, State Road 68 Alcalde, NM 87511	-declined-	0	0	
8. Dixon Fire Station	Building #183A, State Road 75 Dixon, NM 87527	1	0	\$60	
9. Velarde Fire Station	Hs#16, County Road 50 Velarde, NM 87582	1	0	\$60	
10. Rio Arriba Housing Authority	737 La Joya Street Española, NM 87532	1	0	\$60	
11. Rio Arriba County Sherriff's Office	1122 Industrial Park Road Española, NM 87532	-declined-	0	\$0	
<b>Total</b>				<b>\$2,445</b>	

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